

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

YELLOW CORPORATION, *et al.*,¹

Debtors.

Chapter 11

Case No. 23-11069 (CTG)

(Jointly Administered)

Re: Docket No. 7862

**LIMITED OBJECTION OF DELL MARKETING L.P. TO NOTICE TO CONTRACT
PARTIES TO POTENTIALLY ASSUMED EXECUTORY CONTRACTS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

COMES NOW Dell Marketing, L.P. (“Dell”) and files this its *Limited Objection to Notice to Contract Parties to Potentially Assumed Executory Contracts* (the “Limited Objection”) to the alleged cure amount set forth in the *Notice to Contract Parties to Potentially Assumed Executory Contracts* [Dkt. No. 7862] (the “Assumption Notice”) and in support thereof would show as follows:

BACKGROUND

1. On August 6, 2023 and continuing on August 7, 2023 (together, the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

¹ A complete list of each of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/YellowCorporation>. The location of the Debtors’ principal place of business and the Debtors’ service address in these chapter 11 cases is: 11500 Outlook Street Suite 400, Overland Park, Kansas 66211.

2. On October 22, 2025, the Debtors filed their Assumption Notice, including the amounts the Debtors believe were required to cure all defaults then existing under such contracts to be assumed (the “Cure Amounts”).

3. The Debtors indicated in the Assumption Notice that they intend to assume certain of the Debtors’ executory contracts with Dell (the “Proposed Assumed Contracts”).

4. Pursuant to the Assumption Notice, the Debtors identified \$0.00 as the amount which it alleges to be owing to Dell under the Proposed Assumed Contracts (the “Proposed Cure Amount”).

5. Dell would agree to the assumption of Proposed Assumed Contracts with the Debtors; however, Dell disputes the Proposed Cure Amount in the Assumption Notice. Dell’s books and records reflect a cure amount of \$183,645.45.

DELL OBJECTION TO CURE AMOUNT

6. Dell entered into a service agreement with Debtors (the “Dell Contract”) in which Dell provides certain goods and/or services as identified in the Dell Contract. Dell has no objection to the assumption of the Dell Contract provided the proper cure amount is paid. Accordingly, Dell files this Limited Objection objecting to the Proposed Cure Amount set forth in the Assumption Notice.

7. Pursuant to 11 U.S.C. § 365(b)(1)(A), the Debtors must cure any defaults under the Dell Contract in connection with any proposed assumption, as well as provide adequate assurance of future performance. In this case, Debtors’ Proposed Cure Amount of \$0.00 fails to cure the existing defaults under certain of the Dell Contract, as is required under Section 365 prior to assumption.

8. The correct cure amount as of the filing of this Limited Objection is \$183,645.45 for prepetition payment defaults under the Dell Contract. True and correct copies of an invoice summary and the corresponding invoices supporting this correct cure amount are attached hereto as **Exhibit 1**. As a result, under 11 U.S.C. § 365(b)(1)(A), in order to assume the Dell Contract, Dell must receive a cure payment of at least \$183, 645.45². Otherwise, the Dell Contract cannot be assumed pursuant to Section 365.

RESERVATION OF RIGHTS

Dell expressly reserves the right to amend or supplement the cure amount set forth herein to include any additional amounts that may accrue or be determined to be owed to Dell on or before the effective date of assumption.

CONCLUSION

WHEREFORE PREMISES CONSIDERED, Dell prays (i) that the cure amount set forth in the Assumption Notice be corrected to reflect the correct prepetition cure amount of \$183,645.45, which represents prepetition amounts due and owing under the Dell Contract; (ii) that Dell be paid a cure payment of \$183,645.45 in connection with the assumption of the Dell Contract; and (iii) that Dell be awarded such other and further relief to which it may be justly entitled at law or in equity.

[Signature page follows]

² In the event that the Debtors default on any postpetition amounts owed subsequent to the filing of this Limited Objection and prior to any assumption, such amounts should be added to the cure amount.

Dated: November 5, 2025

Respectfully submitted,

AUSTRIA LEGAL, LLC

/s/ Matthew P. Austria

Matthew P. Austria (DE No. 4827)

1007 N. Orange Street, 4th Floor

Wilmington, Delaware 19801

Telephone: (302) 521-5197

Facsimile: (302) 291-1722

Email: maustria@austrialc.com

-and-

**STREUSAND, LANDON, OZBURN
& LEMMON, LLP**

Sabrina L. Streusand

Texas Bar No. 11701700

1801 S. MoPac Expressway, Suite 320

Austin, Texas 78746

Email: streusand@slollp.com

Attorneys for Dell Marketing, L.P.